

A.G. Contract No. KR900854TRD
CG Contract No. 590-2
ECS File: JPA 88-24
Project: M-950-4-502C/H0990 04C
Section: Burris Road - Casa Grande

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CASA GRANDE

THIS AGREEMENT is entered into 11 June 1990,
pursuant to Arizona Revised Statutes, Section 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF CASA GRANDE, acting by and through its City Council,
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised statutes
Section 48-572 and City Charter Article 1, Section 3 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. Incident to an improvement project to State Route 84
(SR-84) from Burris Road to Casa Grande State now has in
progress, the City has requested, and State has agreed, to
realign West Main Avenue at its intersection with SR-84; to
construct curb, gutter and sidewalk improvements at the
intersections of Park Boulevard with SR-84; VIP Boulevard with
SR-84 and Thornton Road with SR-84 and to construct landscaping
improvements within State right-of-way for a detention pond at
the southeast corner of Thornton Road and SR-84, hereinafter
referred to as the Project.

NO. <u>14780</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6/11/90</u>
<u>Jim Shumway</u> Secretary of State
By <u>Vicky J. Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. Prepare plans, specifications and such other documents necessary for construction bidding and construction of the Project. Acquire any additional required right-of-way.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

c. Upon completion and acceptance, relinquish the rights-of-way and maintenance responsibilities to the City for the new intersection of West Main Street at SR-84, and for Park Avenue at its intersection with SR-84.

d. Grant the City a permit to discharge drainage water from City retention pond south and east of approximate station 75 + 95 on centerline of realigned West Main Avenue into State drainage system.

2. The City will:

a. Review design documents and provide comments as appropriate.

b. Accept rights-of-way and maintenance responsibility for all of the realigned West Main Avenue to its new intersection with SR-84; and for Park Avenue at its intersection with SR-84, VIP Boulevard at its intersection with SR-84, and Thornton Road at its intersection with SR-84.

c. Furnish all water for landscaping during construction, and all water necessary to properly maintain the plantings in the right-of-way for the detention pond.

d. Obtain a permit from State to discharge drainage water from retention pond into State drainage system. Be responsible for any liability or damage resulting from the discharge of the City detention pond into the State drainage system.

e. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to City.

f. Upon completion of construction, assume maintenance responsibilities for the sidewalk along both sides of SR-84 and the detention basin at the southeast corner of Thornton Road and SR-84.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except for provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12- 1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City Manager
City of Casa Grande
300 E. Forth Street
Casa Grande, AZ 85222

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF CASA GRANDE

STATE OF ARIZONA
Department of Transportation

By *Jimmie B. Kerr*

JIMMIE B. KERR
Mayor

By *Robert P. Mickelson*

ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

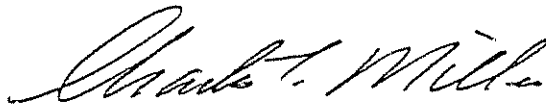
Veronica M. Perez
Veronica M. Perez
Deputy City Clerk

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6APR

RESOLUTION

BE IT RESOLVED on this 17th day of April 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Casa Grande for the purpose of defining responsibilities for the construction of improvements to SR-84 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller".

CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 1847

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING THE IMPROVEMENTS ON STATE ROUTE 84.

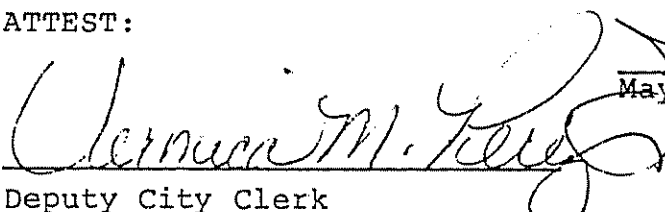
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:

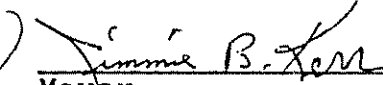
Authorization for Intergovernmental Agreement

The Mayor and Council hereby authorize the City to enter into an intergovernmental agreement with Arizona Department of Transportation regarding the improvements on State Route 84.

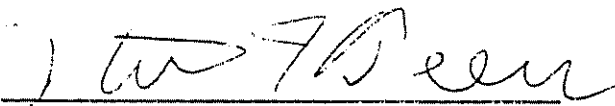
PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 21st day of May, 1990.

ATTEST:


Deputy City Clerk


Mayor

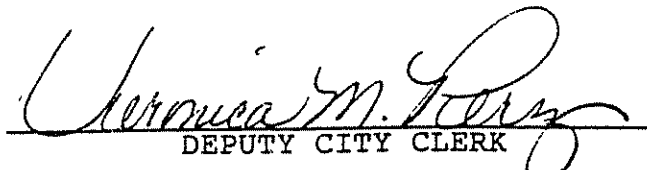
APPROVED AS TO FORM:


City Attorney

STATE OF ARIZONA)
 :
County of Pinal)

I, Veronica M. Perez, Deputy Clerk of the City of Casa Grande, hereby certify that the foregoing document is a true and correct copy of Resolution No. 1847, adopted by the Council of the City of Casa Grande in a Regular Meeting held on May 21, 1990.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal of the City of Casa Grande, this 23rd day of May, 1990.

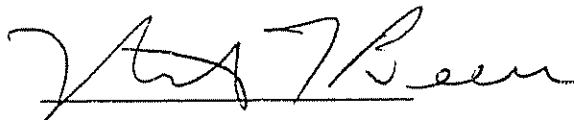

DEPUTY CITY CLERK

JPA 88-24

APPROVAL OF THE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF CASA GRANDE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 2 day of May, 1990.

A handwritten signature in cursive script, appearing to read "V. J. Bean", written over a horizontal line.

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-0854-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of June, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over the printed name and title of the Assistant Attorney General.

JAMES R. REDPATH
Assistant Attorney General
Transportation Division